

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY: COMMUNICATIONS SPACE**  
**LEASE NUMBER GS-05B-33074**  
**FEDERAL BUILDING USRRB [IL0033ZZ]**

THIS LEASE, executed this 31st day of JULY 1997, by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under section 210 (a) (16) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 490 (a) (16), and the regulations and orders promulgated thereunder, hereinafter referred to as "GSA," "the Government," or "Lessor,"

and

SprintCom, Inc., a Kansas Corporation, hereafter "Lessee," whose address is 1200 Main Street, Kansas City, Missouri 64105.

**WITNESSETH:**

that GSA hereby leases to Lessee and Lessee hereby leases from GSA, subject to all terms and conditions stated herein, the property described below for the term specified below.

**1. DESCRIPTION OF PROPERTY:** Rooftop and support space at the U.S. Railroad Retirement Board Building, 844 North Rush Street, Chicago, Illinois 60611-2092 [GSA Bldg. IL0033ZZ]. The leased premises are more particularly described in Attachment No. 1: Letter dated July 1, 1997 with attachments signed by Craig Kinley, Implementation Engineer, Sprint PCS.

**2. USE OF PROPERTY:** The leased premises are to be used solely for the installation, operation, maintenance and removal of wireless radio antennas and communications equipment in conjunction with Lessee's primary business. The entire installation shall involve no roof penetrations. As illustrated and described in Attachment No. 1, approximately 216 net usable square feet ["nurf"] of rooftop space will be used to accommodate up to four PCS cell site equipment cabinets mounted atop existing mechanical equipment framing using new galvanized metal grating. Approximately 300 nurf will be used for the placement of three roof-top frame sleds occupying approximately 100 nurf each for the mounting of three PCS/PCN panel antennas each. Lessee shall bear sole responsibility for furnishing and paying for all labor, materials, equipment and supplies used in conjunction with the exercise by the Lessee of any right granted hereunder, unless specifically absolved from said responsibilities elsewhere in this lease. Lessee will not use the leased premises in any way which, in the judgement of the Lessor, poses a hazard to the Lessor, the

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leased premises, or other Lessees. Nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to GSA, GSA tenants, or surrounding property uses.

**3. TERM AND RENTAL:** The term of this Lease shall be five (5) years firm commencing 11/1/1997 and expiring 10/31/2002. A \$1,000 non-refundable consideration due on or before 8/1/97, secures a three (3) month option period from 8/1/97 through 10/31/97 for the Lessee to complete engineering evaluations and secure zoning and construction approval. The Lessee shall pay to GSA as rent for the leased premises, the annual sum specified in Attachment No. 3, payable in monthly installments specified in Attachment No. 3, in advance and due on or before the first day of the month throughout the lease term. Payments shall be made in the form of a check payable to "General Services Administration" which must also be notated with the Lease Number GS-05B-33074, and mailed to:

General Services Administration  
Finance Division 7BCR-P  
P.O. Box 70697  
Chicago, IL 60673.

**4. RENEWAL OPTIONS:** This Lease may be renewed for four (4) five (5) year periods, provided the following criteria are met: [a] Lessee must notify the GSA Contracting Officer of the intent to renew no later than one (1) calendar year prior to expiration of the previous lease term with a written statement of intent; and [b] the rental rate must be in accordance with Attachment No. 3 of this lease. Failure to comply with either condition will void any renewal options. Said notice of intent to renew shall be computed commencing with the day after the date of mailing via Certified Mail to the GSA Contracting Officer at the following address:

General Services Administration  
Property Acquisition and Realty Services Division  
Contracting Officer, Outleasing Program (5PEM)  
230 South Dearborn Street, Suite 3664 (36-2)  
Chicago, Illinois 60604-1696

Exercise of the renewal options will affect only the rental rate and term; no other term or condition can be altered in the process of renewal.

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**5. SERVICES AND UTILITIES:** Lessee will contract for in Lessee's own name and pay for all services and utilities associated with tenancy. All meterable utilities shall be obtained and paid for by Lessee, who will bear the responsibility and cost of utility extension and meter installation and removal. GSA provides no services nor utilities under the terms of this Lease.

**6. PROPERTY CONDITION:** Lessee understands that the demised premises are offered and leased on an "as is, where is" basis, without representation or warranty on the part of the Lessor for suitability for any purpose. Lessee has inspected the property, knows the extent and condition of said property, and acknowledges receipt of the premises as is, where is, from GSA. GSA is under no obligation to make any repair, alteration or addition to the property nor obligation to perform any act of maintenance or upkeep thereto other than the general maintenance of the structural integrity of the roof and the building.

**7. GSA CONSENT FOR ALTERATIONS:** Lessee shall make no alteration, improvement, nor addition to the lease premises, nor shall cause to be placed any card, sign, or billboard, without obtaining the prior written consent of GSA, said consent not to be unreasonably withheld or delayed. Alterations, improvements, or additions must be made in conformance with any preservation design guidelines agreed upon with the Regional and State Historic Preservation Officers and/or the Advisory Council on Historic Preservation. All proposed design work must be submitted to the undersigned Contracting Officer at the address given in Article 4, above. The Contracting Officer will then submit the proposed design work to the GSA Regional Historic Preservation Officer for review and submittal to the Illinois State Historic Preservation Office for review and comment in accordance with the Section 106 review process of the National Historic Preservation Act of 1966, as amended [36 CFR 800].

**8. TERMINATION:**

(a) GSA may terminate this Lease as follows:

(i) **NON COMPLIANCE:** This Lease may be terminated by GSA if Lessee fails to comply with any of the terms and conditions specified herein by the issuance of thirty (30) days' written notice provided that Lessee has not made sufficient attempts to cure.

(ii) **INSOLVENCY OR BANKRUPTCY:** GSA may terminate this Lease and re-enter and take possession of the property upon issuance of five (5) days' written notice to the Lessee if it is determined that Lessee is insolvent, bankrupt, or placed in receivership, or if Lessee's assets are assigned to a

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trustee for the benefit of creditors. In any of these cases, Lessee shall have sixty (60) days to cure before termination notice is issued.

**(iii) FEDERAL REQUIREMENT:** In the event the property is required for Federal Use, if GSA identifies a Federal use for it, or if Lessee's use of the property is not consistent with Federal program purposes, GSA may terminate the Lease upon issuance of ninety (90) days written notice to Lessee.

**(iv) SALE OR TRANSFER OF THE PROPERTY:** If the property is to be sold or transferred by GSA during the term of this Lease, GSA may terminate this Lease by providing ninety (90) days' written notice in advance of the actual sale or transfer.

**(b) LESSEE TERMINATION:** Lessee may terminate the Lease if it reasonably determines the leased premises are no longer suitable for the purpose intended under this Lease by virtue of (i) the site's unsuitability as a communications facility for Lessee's purposes or (ii) Lessee's inability to obtain necessary permits at reasonable cost.

**(c) REPLACEMENT SPACE:** In the event the property is required for Federal use or if GSA identifies a Federal use for it, or if the property is to be sold or transferred, Lessee shall have the first right of any private party (i.e., any party not an agency of the federal government) to lease space at an alternate available location at GSA's discretion.

**9. MAINTENANCE OF PREMISES:** Lessee shall exercise responsible care in the occupancy and use of the property and shall keep and maintain same in good order, normal wear and tear excepted. Lessee's responsibilities shall include, but not be limited to, removal of trash, litter, broken glass and other hazards/obstructions from the leased premises. Lessee shall ensure the property is maintained free of any other noxious or nuisance-causing condition. Upon expiration or termination of this Lease, Lessee shall vacate the property, remove all personal effects, and forthwith leave GSA in peaceful possession, free and clear of any liens, claims, or encumbrances [or provide sufficient insurance or security over such liens, claims or encumbrances], and in as good condition as existed at the time of commencement of this Lease, normal wear and tear excepted.

**10. ENTRY BY GSA:** GSA or its designated representative(s) shall have the right to enter onto the leased property with twenty four (24) hours notice to conduct inspections. GSA or its representative(s) will assume full responsibility, as provided by law, for damage to property or injuries to persons arising directly as a result of

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such inspection, or entry. When GSA determines that said entry has reduced the area under Lessee's control, GSA may authorize a proportionate reduction in rental payment for the time during which Lessee is deprived of use.

**11. DESTRUCTION BY UNAVOIDABLE CASUALTY:** If the property shall be destroyed or be so totally damaged by fire or other unavoidable casualty so as to render the premises untenable, wholly or in part, then payment of rent shall cease, and either party may terminate this Lease by written notice to that effect. If part of the property be rendered untenable, rental payment may apportioned to reflect the part remaining usable to Lessee.

**12. PERMITS, TAXES AND PUBLIC UTILITIES:** Lessee shall comply with all applicable Federal, state, and municipal ordinances and GSA regulations in the exercise of any right herein conveyed, and shall obtain and pay for all licenses, permits, and taxes (including state and local tax imposed on the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased) in its own name. All public utilities must be contracted for in Lessee's name, and any meters must be installed subject to the approval of the Lessor at no cost whatsoever to Lessor said approval not to be unreasonably withheld or delayed. All other costs of doing business shall be borne exclusively by Lessee.

**13. SUB-CONTRACTORS AND AGENTS FOR LESSEE:** All work must be performed by skilled tradesmen who are accomplished at their craft and bonded against loss due to damages resulting directly or indirectly from work performed.

**14. LIABILITY AND INDEMNIFICATION:** GSA, its agents and representatives shall be indemnified and held harmless from any claim for loss of or damage to life, limb or property arising directly or indirectly out of any action by Lessee or the exercise of any right of Lessee under this Lease, provided that such claim does not arise as a result of Lessor's negligence or willful misconduct.

**15. INSURANCE:** Lessee shall obtain and carry, at no expense to GSA and to GSA's satisfaction, general liability insurance in an aggregate amount of \$1,000,000, with limits of liability for bodily injury not less than \$100,000 per person and \$300,000 each accident, and include the United States of America, acting by and through the Administrator of General Services as an additional insured as respects operations under this Lease. The Certificate of Insurance shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish a written notice to the undersigned GSA Contracting Officer at the address given in

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Article 4 of this Lease, in writing, thirty (30) days in advance of the effective date of any reduction or cancellation of this policy.

**16. ASSIGNMENT OF LEASE:** Except with the prior written consent of GSA, which consent shall not be unreasonably withheld, Lessee shall neither transfer nor assign this Lease or any rights hereunder nor sublet the property or any portion thereof, nor grant any privilege of license whatsoever in connection with this Lease unless said assignment is to any of its subsidiaries, affiliates or successor legal entities, or any entity acquiring substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation. Any such action taken without the express written approval, assignment, and assumption of Lease by GSA will constitute a violation of this Lease by Lessee and a trespass by an unauthorized subtenant of assignee.

**17. UNIFORM RELOCATION ASSISTANCE ACT:** Lessee acknowledges that it acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation and Assistance Act of 1970. 84 Stat. 1894 (42 U.S.C. 4601).

**18. MISCELLANEOUS:**

(a) **EXAMINATION OF RECORDS:** The Comptroller General of the United States, the Administrator of General Services, the General Services Administration's Office of the Inspector General, or any of their duly authorized representatives shall, until expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and/or records of the Lessee involving transactions related to this lease and the awarding thereof upon reasonable prior written notice to Lessee [see Article 19 below].

(b) **DISPUTES:** Any dispute arising under or relating to this Lease shall be resolved exclusively by the Contracting Officer, whose decision shall be final, unless the Lessee appeals. Said appeal may be addressed to the Division Director, whose decision shall be final, unless Lessee appeals. Said appeal may be addressed to the Assistant Regional Administrator, whose decision shall be final.

(c) **DISCRIMINATION:** The Lessee agrees that they will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

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**(d) STATUTORY RECORDING REQUIREMENTS:** If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

**(e) FAILURE OF LESSOR TO INSIST:** The failure of the Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

**19. NOTICES:** Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by Certified Mail to the Lessee's address indicated on the first page of the lease, Attention: Director-Network Real Estate, with copy to Sprint Spectrum L.P., 9801 West Higgins Road, 2<sup>nd</sup> Floor, Rosemont, Illinois 60018, Attention: Director-Engineering & Operations; or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by Certified Mail to the Lessor's address given in Article 4 of this lease, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's Representative and is the only person who has authority to sign or amend the terms and conditions of this lease.

**20. ATTACHMENTS:** The parties acknowledge the following attachments and riders made to this Lease and made a part hereof prior to signing:

ATTACHMENT NO. 1:	Property Description
ATTACHMENT NO. 2:	Special Terms Regarding Antenna Use and Installation
ATTACHMENT NO. 3:	Rent
ATTACHMENT NO. 4:	Delinquent Outlease Rental Payments
ATTACHMENT NO. 5:	Rules and Regulations Governing Public Buildings and Grounds

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IN WITNESS WHEREOF:

the parties hereto have signed and sealed their presents on the date indicated below:

Executed this 23rd day of July, 1997

IN PRESENCE OF:

LESSEE

By: \_\_\_\_\_  
(Witness Signature)

SprintCom, Inc., a Kansas Corporation

(b) (6)

(Signature)

(Signature) EFO Director - Chicago/Milwaukee

Accepted on behalf of the UNITED STATES OF AMERICA  
this 31ST day of JULY, 1997

(Witness Signature)

Edward A. Kanne

Title: Contracting Officer  
Outleasing Program [5PEM]  
Great Lakes Region



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**ATTACHMENT NO. 1**

**"Property Description"**

Block "A", America Fore, being a Subdivision of Block Nineteen (19) in Subdivision by Commissioners of the Illinois and Michigan Canal of the South Fractional Quarter of Section Three (3), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, according to plat recorded August 20, 1921 in Book 167 of Plats, page 23, as Document Number 7241556, in Cook County, Illinois.

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**ATTACHMENT NO. 2**

**"Special Terms Regarding Antenna Use & Installation"**

**RADIO FREQUENCY INTERFERENCE:** Lessee shall ensure that the use of the lease premises does not measurably interfere with existing operations on or immediately around the site, and that situations creating the existence of Radio Frequency Interference (RFI) will be cured within ten (10) calendar days. If tenant cannot occupy the space without creating an incurable RFI situation, then this Lease shall be automatically terminated by mutual consent. Within ten (10) calendar days of receiving notice of an RFI problem, Lessee shall notify GSA in writing if there are extenuating circumstances that prevent curing the problem within ten (10) days. Based on the circumstances, Lessee may then be granted an extension of time to cure the problem.

**ACCESS FOR LESSEE:** Access to the site must be coordinated with the Federal Government. Lessee shall provide GSA with lists of personnel who will require access to the site. Lessee shall update these lists and otherwise coordinate such access as required by GSA. At GSA's discretion, this function may be transferred to the Federal tenant agency of the building. GSA shall provide Lessee with a 24 -hour telephone or pager number to call if Lessee requires access outside normal operating hours and GSA staff are not ordinarily on-site, and GSA shall provide access within two (2) hours after a call. Lessee agrees to reimburse GSA at an overtime rate not to exceed \$30 per hour for each occurrence.

**INSTALLATION OF COMMUNICATION SITE:** Installation of any antennas, cabling, and related equipment shall be done in accordance with existing Federal, state and municipal codes, including the National Electrical Code and other codes which directly relate to the issues of radio equipment and/or antennas; in any case where codes differ, the more stringent application shall prevail. All work shall be done by personnel who are bonded and licensed tradesman. Lessee is required to coordinate installation of all electrical connections which tie into building systems with the resident building engineer, and any others who have equipment and connections on the site which would be affected. Nothing in this paragraph shall be construed as diminishing the right of GSA to review and approve such work, nor does it absolve Lessee from his obligation to obtain such review and approval. The requirements of this paragraph are above and beyond the requirements for GSA review and approval. Lessee shall make no penetrations or alterations to the roof of the leased premises without the prior consent of the Government. The Government will review all

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technical drawings for the installation of the communications site and all aspects of the installation will be subject to Government approval. Lessee agrees to work with the Government's contractor, where applicable, and to coordinate all work with that contractor and other contractors as applicable. All work must be in accordance with any existing warranties and to the satisfaction of the Government's Contractors.

In the event the leased area is damaged as a result of work performed directly or indirectly in connection with Lessee's improvements thereon during the construction, operation, maintenance or removal of such improvements, due to acts or omissions of Lessee, or Lessee's agent, contractor or employees, Lessee shall be solely responsible for all costs and expenses to repair such damage and return the area to the condition it was in prior to the occurrence of such damage.

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**ATTACHMENT NO. 3**

YEAR	ANNUAL RENT*	MONTHLY RENT
<b>FIRM TERM</b>		
1: 11/1/97-10/31/98	\$18,000.00	\$1,500.00
2: 11/1/98-10/31/99	\$18,540.00	\$1,545.00
3: 11/1/99-10/31/00	\$19,096.20	\$1,591.35
4: 11/1/00-10/31/01	\$19,669.09	\$1,639.09
5: 11/1/01-10/31/02	\$20,259.16	\$1,688.26
<b>RENEWAL OPTION #1</b>		
6: 11/1/02-10/31/03	\$20,866.93	\$1,738.91
7: 11/1/03-10/31/04	\$21,492.94	\$1,791.08
8: 11/1/04-10/31/05	\$22,137.73	\$1,844.81
9: 11/1/05-10/31/06	\$22,801.86	\$1,900.16
10: 11/1/06-10/31/07	\$23,485.92	\$1,957.16
<b>RENEWAL OPTION #2</b>		
11: 11/1/07-10/31/08	\$24,190.49	\$2,015.87
12: 11/1/08-10/31/09	\$24,916.21	\$2,076.35
13: 11/1/09-10/31/10	\$25,663.70	\$2,138.64
14: 11/1/10-10/31/11	\$26,433.61	\$2,202.80
15: 11/1/11-10/31/12	\$27,226.62	\$2,268.89
<b>RENEWAL OPTION #3</b>		
16: 11/1/12-10/31/13	\$28,043.41	\$2,336.95
17: 11/1/13-10/31/14	\$28,884.72	\$2,407.06
18: 11/1/14-10/31/15	\$29,751.26	\$2,479.27
19: 11/1/15-10/31/16	\$30,643.80	\$2,553.65
20: 11/1/16-10/31/17	\$31,563.11	\$2,630.26

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**EXHIBIT 10**

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ATTACHMENT NO. 3

YEAR	ANNUAL RENT*	MONTHLY RENT
RENEWAL OPTION #4		
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**ATTACHMENT NO. 4**

**"Delinquent Outlease Rental Payments"**

(1) The United States Department of Justice and the General Accounting Office have jointly issued amended Federal Claims Collection Standards (4 CFR Parts 101-105) which reflect changes to the Federal Claims Collection Act of 1966 (31 U.S.C. 3701-3719) made by the passage of the Debt Collection Act of 1982 (P.L. 97-365, 96 Stat. 1754).

(2) Under the provisions of the Debt Collection Act of 1982, the following remedies in the collection of delinquent rental payments may be taken by the Government:

- (a) Interest shall be assessed on delinquent lease payments at the rate of the current value of funds to the Treasury as prescribed by the Secretary of the Treasury on the date interest begins to run or another rate of interest shall be assessed if another rate is necessary to protect the interests of the United States;
- (b) Penalty charges not to exceed six percent (6%) per year shall be assessed on any portion of a delinquent lease payment over ninety (90) days past due;
- (c) Administrative charges may be assessed to cover the costs of processing and handling delinquent lease payments;
- (d) Delinquent outlease debtor information may be disclosed to credit bureaus;
- (e) Delinquent outlease debtor files may be referred to debt collection agencies;
- (f) Delinquent lease payments may be collected by administrative offset whenever possible.

(3) The Government's remedies to collect delinquent lease payments shall be administered by:

General Services Administration  
Finance Division (7BCR-P)  
819 Taylor Street  
Fort Worth, TX 76102  
Telephone: (817) 334-2748

(4) This lease is subject but not limited to the following laws and Regulations: 4 CFR Part 102.3(b)(2)(I), the Debt Collection Act of 1982 Section II, Public Law PL 97-365, and GSA Finance Accounts Receivable Handbook PFM P 4253.1.

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**ATTACHMENT NO. 5**

"Rules and Regulations Governing Public Buildings and Grounds"

*GSA-PBS-PARS-5PEM-OFFICIAL7/18/97-CHIRRB01*

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# Rules and Regulations Governing Public Buildings and Grounds

June 1991

## Federal Property Management Regulations Title 41, Code of Federal Regulations, Subpart 101-20.3

**Authority.** These rules and regulations are promulgated pursuant to Public Law 566, 80th Congress, approved June 1, 1948 (Title 40, U.S. Code 318); and the Federal Property and Administrative Services Act of 1949 (Title 63, United States Statutes at Large, 377), as amended.

**Applicability (41 CFR 101-20.300).** These rules and regulations apply to all property under the charge and control of the General Services Administration and to all persons entering in or on such property. Each occupant agency shall be responsible for the observance of these rules and regulations.

**Inspection (41 CFR 101-20.301).** Packages, briefcases, and other containers in the immediate possession of visitors, employees, or other persons arriving on, working at, visiting, or departing from Federal property, are subject to inspection. A full search of a person and any vehicle driven or occupied by the person may accompany an arrest.

**Admission to property (41 CFR 101-20.302).** Property shall be closed to the public during other than normal working hours. The closing of property will not apply to that space in those instances where the Government has approved the after-normal-working-hours use of buildings or portions thereof for activities authorized by Subpart 101-20.4. During normal working hours, property shall be closed to the public only when situations require this action to ensure the orderly conduct of Government business. The decision to close the property shall be made by the designated official under the Occupant Emergency Program after consultation with the buildings manager and the ranking representative of the Law Enforcement Branch responsible for protection of the facility or the area. The designated official is defined in § 101-20.003(g) as the highest ranking official of the primary occupant agency, or the alternate highest ranking official or designee selected by mutual agreement by other occupant agency officials. When property, or a portion thereof, is closed to the public, admission to this property, or a portion, will be restricted to authorized persons who shall register upon entry to the property and shall, when requested, display Government or other identifying credentials to the Federal Protective Officers or other authorized individuals when entering, leaving, or while on the property. Failure to comply with any of the above applicable provisions is a violation of these regulations.

**Preservation of property (41 CFR 101-20.303).** The improper disposal of rubbish on property; the willful destruction of or damage to property; the theft of property; the creation of any hazard on property to persons or things; the throwing of articles of any kind from or at a building or the climbing upon statues, fountains, or any part of the

building, is prohibited.

**Conformity with signs and directions (41 CFR 101-20.304).** Persons in and on property shall at all times comply with official signs of a prohibitory, regulatory, or directory nature and with the lawful direction of Federal Protective Officers and other authorized individuals.

**Disturbances (41 CFR 101-20.305).** Any loitering, disorderly conduct, or other conduct on property which creates loud or unusual noise or a nuisance; which unreasonably obstructs the usual use of entrances, foyers, lobbies, corridors, offices, elevators, stairways, or parking lots; which otherwise impedes or disrupts the performance of official duties by Government employees; or which prevents the general public from obtaining the administrative services provided on the property in a timely manner, is prohibited.

**Gambling (41 CFR 101-20.306).** Participating in games for money or other personal property or the operating of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of numbers tickets, in or on property is prohibited. This prohibition shall not apply to the vending or exchange of chances by licensed blind operators of vending facilities for any lottery set forth in a State law and authorized by section 2(a)(5) of the Randolph-Sheppard Act (20 U.S.C. 107, et seq.).

**Alcoholic beverages and narcotics (41 CFR 101-20.307).** Operation of a motor vehicle while on the property by a person under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. Entering upon the property, or while on the property, under the influence of or using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines is prohibited. The prohibition shall not apply in cases where the drug is being used as prescribed for a patient by a licensed physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use of alcoholic beverages on property is prohibited except, upon occasions and on property upon which the head of the responsible agency or his or her designee has for appropriate official uses granted an exemption in writing. The head of the responsible agency or his or her designee shall provide a copy of all exemptions granted to the buildings manager and the Chief, Law Enforcement Branch, or other authorized officials, responsible for the security of the property.

**Soliciting, vending, and debt collection (41 CFR 101-20.308).** Soliciting alms, commercial or political soliciting, and vending of all kinds, displaying or distributing commercial advertising, or collecting

private debts on GSA-controlled property is prohibited. This rule does not apply to (a) national or local drives for funds for welfare, health, or other purposes as authorized by 5 CFR, Parts 110 and 950, Solicitation of Federal Civilian and Uniformed Services Personnel for Contributions to Private Voluntary Organizations, issued by the U.S. Office of Personnel Management under Executive Order 12353 of March 23, 1982, as amended, and sponsored or approved by the occupant agencies; (b) concessions or personal notices posted by employees on authorized bulletin boards; (c) solicitation of labor organization membership or dues authorized by occupant agencies under the Civil Service Reform Act of 1978 (Pub. L. 95-454); and (d) lessee, or its agents and employees, with respect to space leased for commercial, cultural, educational, or recreational use under the Public Buildings Cooperative Use Act of 1976 (40 U.S.C. 490(a)(16)). Public areas of GSA-controlled property may be used for other activities permitted in accordance with Subpart 101-20.4.

**Posting and distributing materials (41 CFR 101-20.309).** Posting or affixing materials, such as pamphlets, handbills, or flyers, on bulletin boards or elsewhere on GSA-controlled property is prohibited, except as authorized in § 101-20.308 or when these displays are conducted as part of authorized Government activities. Distribution of materials, such as pamphlets, handbills, or flyers, is prohibited, except in the public area of the property as defined in § 101-20.003(2), unless conducted as part of authorized Government activities. Any person or organization proposing to distribute materials in a public area under this section shall first obtain a permit from the building manager under Subpart 101-20.4 and shall conduct distribution in accordance with the provisions of Subpart 101-20.4. Failure to comply with those provisions is a violation of these regulations.

**Photographs for news, advertising, or commercial purposes (41 CFR 101-20.310).** Photographs may be taken in space occupied by a tenant agency only with the consent of the occupying agency concerned. Except where security regulations apply or a Federal court order or rule prohibits it, photographs for news purposes may be taken in entrances, lobbies, foyers, corridors, or auditoriums when used for public meetings. Subject to the foregoing prohibitions, photographs for advertising and commercial purposes may be taken only with written permission of an authorized official of the agency occupying the space where the photographs are to be taken.

**Dogs and other animals (41 CFR 101-20.311).** Dogs and other animals, except seeing eye dogs, other guide dogs, and animals used to guide or assist handicapped persons, shall not be brought upon

property for other than official purposes.

**Vehicle and pedestrian traffic (41 CFR 101-20.312).** (a) Drivers of all vehicles entering or while on property shall drive in a careful and safe manner at all times and shall comply with the signals and directions of Federal Protective Officers or other authorized individuals and all posted traffic signs; (b) The blocking of entrances, driveways, walks, loading platforms, or fire hydrants on property is prohibited; and (c) Except in emergencies, parking on property is not allowed without a permit. Parking without authority, parking in unauthorized locations or in locations reserved for other persons, or parking contrary to the direction of posted signs is prohibited. Vehicles parked in violation, where warning signs are posted, shall be subject to removal at the owners' risk and expense. This paragraph may be supplemented from time to time with the approval of the Regional Administrator by the issuance and posting of such specific traffic directives as may be required, and when so issued and posted such directives shall have the same force and effect as if made a part thereof. Proof that a motor vehicle was parked in violation of these regulations or directives may be taken as prima facie evidence that the registered owner was responsible for the violation.

**Explosives (41 CFR 101-20.313).** No person entering or while on property shall carry or possess explosives, or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed, except for official purposes. (Weapons, see Title 18, U.S. Code Section 930.)

**Nondiscrimination (41 CFR 101-20.314).** There shall be no discrimination by segregation or otherwise against any person or persons because of race, creed, sex, color, or national origin in furnishing or by refusing to furnish to such person or persons the use of any facility of a public nature, including all services, privileges, accommodations, and activities provided thereby on the property.

**Penalties and other laws (41 CFR 101-20.315).** Whoever shall be found guilty of violating any rule or regulations in this Subpart 101-20.3 while on any property under the charge and control of the U.S. General Services Administration is subject to a fine of not more than \$50 or imprisonment of not more than 30 days, or both. (See Title 40, U.S. Code 318c.) Nothing in these rules and regulations shall be construed to abrogate any other Federal laws or regulations or any State and local laws and regulations applicable to any area in which the property is situated (Sec. 205(c), 63 U.S. Statutes, 390; 40 U.S. Code 486(c)).

# WARNING

## Title 18, United States Code, Section 930 WEAPONS PROHIBITED

Federal law prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Federal court facilities by all persons not specifically authorized by Title 18, United States Code, Section 930(c). Violators shall be subject to fine and/or imprisonment for periods up to five (5) years.



U.S. General Services Administration

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